

# **EXHIBIT E**

**SINGLE PROJECT**  
**CONSTRUCTION SERVICES AGREEMENT**  
**CONTRACT NO. 2 - TRADE MANAGER**

Pre-bid meetings will/ be held. If applicable, the pre-bid meeting will occur at CDC #2 - 4001 Governor Printz Blvd., Wilmington, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Tishman Construction Corporation of Maryland, 666 Fifth Avenue, NY, NY 10103 in each case for receipt by Owner by or before 3:00 P.M. on January 21, 2004.

Owner:  
 Banc One Building Corporation  
 1 Bank One Plaza  
 Mail Code IL1-0505  
 Chicago, IL 60670-0503

Electrical Trade Manager:  
Forest Electric Corp.

Two Penn Plaza  
New York, New York 10121

Owner's Project Manager:  
 Karl Wm. Auwarter, VP, Real Estate

Electrical Trade Manager's Key Staff Members:

Superintendent: Charles Caruso

Assistant Superintendent: Vsevolod Husar

Building Owner/Manager: None

Site:  
Bank One Core Data Center #2  
4001 Governor Printz Blvd.  
Wilmington, DE 19802

Other Key Staff:

<u>Title</u>	<u>Name:</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Construction Manager:  
 Tishman Construction Corporation of Maryland  
 666 Fifth Avenue  
 New York, New York 10103-0256

Electrical Trade Manager's Authorized Signatories:

1. Philip Altheim

2. Paul Angerame

3. \_\_\_\_\_

4. \_\_\_\_\_

This Single Project Construction Services Agreement is made as of the 12<sup>th</sup> day of September 2003 ("Agreement") between Construction Manager and Electrical Trade Manager. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Electrical Trade Manager, are herein called the "Contract" and the "Contract Documents". Construction Manager and Electrical Trade Manager agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Trade manager for Electrical work
2. Electrical Trade Manager acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Electrical Trade Manager's obligations under this Agreement ~~will~~/will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as

Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.

4. Liquidated damages will ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day, but will be limited to no more than \$500,000.00 aggregate for the Electrical Trade Manager. Liquidated Damages will only apply if enforced by Bank One.

5. The "Contract Sum" is (check only one and fill in the applicable blank(s) with desired amount):

X The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to 6 % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions per Schedule 8.01 ~~reimbursable for all on-site expenses~~. No retention on General Conditions. 10% Retainage on Fee.

\_\_\_\_\_ The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to \$ \_\_\_\_\_ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed \_\_\_\_\_ % of the Work.

\_\_\_\_\_ The Cost of the Work, which shall not exceed \$ \_\_\_\_\_, plus (a) Electrical Trade Manager's Fee which is equal to \_\_\_\_\_ % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed \_\_\_\_\_ % of the Work.

\_\_\_\_\_ The Cost of the Work, which shall not exceed \$ \_\_\_\_\_, plus (a) Electrical Trade Manager's Fee which is equal to \$ \_\_\_\_\_ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed \_\_\_\_\_ % of the Work.

Upon final completion of the Work at the time of the final payment being made to Electrical Trade Manager, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.

6. Written notice shall be deemed to be duly served if served to the Construction Manager or Electrical Trade Manager, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:  
Tishman Construction Corporation of  
Maryland  
666 Fifth Avenue  
New York, New York 10103-0256  
Attention: William Stanton

If to Electrical Trade Manager, addressed to:  
Forest Electric Corp.  
Two Penn Plaza  
New York, New York 10121

Attention: Philip Althem

With a copy to Owner:

With a copy to:

Bank One  
301 N. Walnut Street  
Wilmington, DE 19801

EMCOR Group, Inc.  
301 Merritt Seven Corporate Park  
Norwalk, CT 06851  
Attn: Contract Services

Attention: Karl Auwarter

7. Construction Manager hereby represents to Electrical Trade Manager that (i) Owner has retained Construction Manager to act as Owner's construction manager to arrange for the construction of the Project; and (ii) Construction Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Manager upon the terms and conditions set forth herein. All communications from Owner to Electrical Trade Manager shall be delivered either (i) to Construction

Manager with instructions to forward such communications to Electrical Trade Manager, or (ii) directly to Electrical Trade Manager with a simultaneous notification to Construction Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Construction Manager acting on Owner's behalf, and Electrical Trade Manager shall be permitted to rely on all such written approvals unless and until Owner (and not Construction Manager) notifies Electrical Trade Manager in writing to the contrary. Electrical Trade Manager shall be entitled to rely on information communicated through the Construction Manager and work with the Construction Manager until Owner provides written notice of the termination of such Construction Manager's responsibilities or a substitution of such Construction Manager.

This Agreement shall be effective only when (i) Construction Manager executes and delivers this Single Project Construction Services Agreement to Electrical Trade Manager, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, and G (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ELECTRICAL TRADE MANAGER:

FIRM: FOREST ELECTRIC CORP.

OWNER:

BANC ONE BUILDING CORPORATION,  
an Illinois Corporation

Agent : Tishman Construction Corporation of Maryland,  
as Banc One Building Corporation's agent and  
construction manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Philip Arthheim*  
Philip Arthheim  
Chair / CEO

By: \_\_\_\_\_

Name: William Stanton

Title: Senior Vice President

**LIST OF EXHIBITS**  
**TO**  
**SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**

EXHIBIT A	COMPLETION SCHEDULE
EXHIBIT B	SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE
EXHIBIT C	PLANS AND SPECIFICATIONS
EXHIBIT D	WORK AREA
EXHIBIT E	MAXIMUM CHANGE ORDER RATES FOR OVERHEAD, PROFIT, CONTRACTOR'S FEE, AND GENERAL CONDITIONS
EXHIBIT F	RATES AND UNIT PRICES
EXHIBIT G	GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A

COMPLETION SCHEDULE

~~Note: This Schedule must include the dates for Substantial Completion and Final Completion.~~

**September 15, 2004**

EXHIBIT B

SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE

Note: These schedules must specifically separate out the Cost of the Work, Electrical Trade Manager's Fee, and General Conditions Items.

EXHIBIT C

PLANS AND SPECIFICATIONS

**Attached Rider "B", List of Drawings and Specifications dated July 14, 2003 and all bulletins and addenda issued thereafter.**



**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
<b>CIVIL</b>		
C-201	General Development Plan - Cover Sheet	April 30, 2003
C-202	Lines and Grades Plan	April 30, 2003
C-203	Lines and Grades Plan	April 30, 2003
C-204	Erosion and Sediment Control Plan	April 30, 2003
C-205	Erosion and Sediment Control Plan	April 30, 2003
C-206	Construction Details	April 30, 2003
C-207	Construction Details	April 30, 2003
C-208	Construction Details	April 30, 2003
C-209	Construction Details	April 30, 2003
C-210	Construction Details and Notes	April 30, 2003
C-301	Entrance/Exit Plan	
C-302	Entrance/Exit Plan	July 14, 2003
C-303	Entrance/Exit Plan	July 14, 2003
C-304	Entrance/Exit Plan	July 14, 2003
C-401	Fire Marshall Plan	April 30, 2003
C-501	Sanitary Sewer Construction Plan	
C-502	Sanitary Sewer Construction Plan	
C-503	Sanitary Sewer Construction Plan	
<b>LANDSCAPE</b>		
L101	Planting and Seeding Plan	April 30, 2003
L102	Planting and Seeding Plan	April 30, 2003
<b>ARCHITECTURAL</b>		
A00.00	Drawing Index, Vicinity Map, Location Map & Project Information	July 14, 2003
A00.01	Graphic Symbols and Abbreviations	July 14, 2003
A00.20	Overall Egress Plan and Occupancy Information	July 14, 2003
A00.50	Site Plan	July 14, 2003
A00.51	Enlarged Site Plans	July 14, 2003
A00.52	Site Elevations and Details	July 14, 2003
A01.01	Overall Slab Plan	June 11, 2003
A01.02	Overall Shell Construction Plan	July 14, 2003
A01.03	Overall Interior Construction Plan	July 14, 2003
A01.04	Overall Roof Plan	June 11, 2003
A01.05	Overall Roof Equipment Plan	June 11, 2003
A02.01.1	First Floor Slab Plan - Area A	July 14, 2003
A02.01.2	First Floor Slab Plan - Area B	July 14, 2003
A02.01.3	First Floor Slab Plan - Administration Area	July 14, 2003
A02.02.1	First Floor Shell Construction Plan - Area A	June 11, 2003
A02.02.2	First Floor Shell Construction Plan - Area B	July 14, 2003
A02.02.3	First Floor Shell Construction Plan - Administration Area	July 14, 2003
A02.03.1	First Floor Interior Construction Plan - Area A	July 14, 2003
A02.03.2	First Floor Interior Construction Plan - Area B	July 14, 2003
A02.03.3	First Floor Interior Construction Plan - Administration Area	July 14, 2003
A02.04.1	Roof Plan - Area A	July 14, 2003
A02.04.2	Roof Plan - Area B	July 14, 2003
A02.04.3	Roof Plan - Administration Area	July 14, 2003
A02.05.1	Roof Equipment Plan - Area A	July 14, 2003
A02.05.2	Roof Equipment Plan - Area B	July 14, 2003
A02.05.3	Roof Equipment Plan - Administration Area	June 11, 2003
A02.10	Enlarged Generator Plans	July 14, 2003
A03.01	Enlarged Power & Communication Plans	July 14, 2003
A04.01	Enlarged Reflected Ceiling Plans	July 14, 2003
A05.00.1	Room Finish Schedule & Finish Schedule	July 14, 2003
A05.01	Enlarged Finish Plans	July 14, 2003
A06.01	Enlarged Furniture Plans	July 14, 2003
A08.00	Enlarged Toilet Room Plans	July 14, 2003
A08.10	Enlarged Vestibule Plans, Elevations, & Details	July 14, 2003
A09.00	Exterior Building Elevations	July 14, 2003
A09.10	Building Sections	July 14, 2003
A09.11	Building Sections	July 14, 2003
A09.20	Enlarged Exterior Elevations-Administration Area	July 14, 2003
A09.21	Enlarged Exterior Elevations	June 11, 2003
A09.22	Enlarged Exterior Elevations	June 11, 2003
A09.23	Enlarged Exterior Elevations	June 11, 2003
A09.24	Enlarged Exterior Elevations	June 11, 2003
A09.30	Wall Sections	July 14, 2003
A09.31	Wall Sections	July 14, 2003
A09.32	Wall Sections - Administration Area	July 14, 2003
A10.00	Stair #1 - Plans & Sections	July 14, 2003
A10.01	Stair #2 - Plans & Sections	July 14, 2003
A10.10	Stair Details	July 14, 2003

**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
A11.00	Interior Elevations	July 14, 2003
A11.01	Interior Elevations	July 14, 2003
A11.02	Interior Elevations	July 14, 2003
A11.10	Interior Elevations - Toilet Rooms	July 14, 2003
A11.11	Interior Elevations-Break & Service Counters, Admin. Areas	July 14, 2003
A11.12	Interior Elevations	July 14, 2003
A12.00	Foundation Details	June 11, 2003
A12.01	Precast Concrete Panel Types	July 14, 2003
A12.02	Precast Concrete Panel Details	July 14, 2003
A12.03	Metal Panel & Curtain Wall Sectional Details - Administration Area	July 14, 2003
A12.04	Metal Panel & Curtain Wall Plan Details - Administration Area	July 14, 2003
A12.10	Exterior Details - Generator Shaft - North	July 14, 2003
A12.11	Exterior Details - Generator Shaft - South	July 14, 2003
A12.12	Expansion Joint Details	July 14, 2003
A12.13	Expansion Joint Details	July 14, 2003
A12.20	Roof Details	July 14, 2003
A12.21	Roof Details - Administration Area	July 14, 2003
A13.00	Partition Types	July 14, 2003
A13.01	Partition Types & Details	July 14, 2003
A13.20	Door Schedule	July 14, 2003
A13.30	Door Types & Door Details	July 14, 2003
A13.31	Door Details	July 14, 2003
A13.40	Millwork Details	July 14, 2003
A13.50	Ceiling Details	July 14, 2003
A13.60	Raised Floor Details & Misc. Details	July 14, 2003
<b>STRUCTURAL</b>		
S00.00	General Notes	June 11, 2003
S01.01.1	Foundation Plan - Area A	July 14, 2003
S01.01.2	Foundation Plan - Area B	July 14, 2003
S01.01.3	Foundation Plan - Area C	July 14, 2003
S01.02.1	Roof Framing Plan - Area A	July 14, 2003
S01.02.2	Roof Framing Plan - Area B	July 14, 2003
S01.02.3	Roof Framing Plan - Area C	July 14, 2003
S02.00	Foundation Details	July 14, 2003
S02.01	Foundation Details	June 11, 2003
S02.02	Foundation Details	June 11, 2003
S02.03	Retaining Wall Plan and Details	June 11, 2003
S03.00	Steel Column Schedule and Details	June 11, 2003
S03.01	Steel Bracing Elevations	July 14, 2003
S03.02	Bracing Details	June 11, 2003
S03.03	Typical Steel Details	June 11, 2003
S03.04	Typical Composite Details	June 11, 2003
S03.05	Steel Details	June 11, 2003
S03.06	Steel Details	June 11, 2003
S05.00	Masonry Details	June 11, 2003
S05.01	Masonry Details	June 11, 2003
<b>MECHANICAL DRAWINGS</b>		
M001	Legends, Abbreviations & Symbols	July 14, 2003
M101-A	Floor Plan - Ductwork - Part A	July 14, 2003
M101-B	Floor Plan - Ductwork - Part B	July 14, 2003
M101-C	Floor Plan - Ductwork - Part C (Admin)	July 14, 2003
M102-A	Roof Plan - Part A	July 14, 2003
M102-B	Roof Plan - Part B	July 14, 2003
M102-C	Roof Plan - Part C (Admin)	July 14, 2003
M201-A	Floor Plan - Piping - Part A	July 14, 2003
M201-B	Floor Plan - Piping - Part B	July 14, 2003
M301	Part. Plan Chiller Room A	July 14, 2003
M302	Part. Plan Chiller Room B	July 14, 2003
M303	Part. Plan Cooling Towers & Sections	July 14, 2003
M304	Under Floor Piping Details	July 14, 2003
M305	Part. Plan Fan Room #1	July 14, 2003
M306	Part. Plan Fan Room #2	July 14, 2003
M307	Part. Plan Generator Room	July 14, 2003
M308	Chiller Room Sections	July 14, 2003
M401	Chilled & Condenser Water Piping Flow Diagrams	July 14, 2003
M402	Air Flow Schematics - 1	July 14, 2003
M403	Air Flow Schematics - 2	July 14, 2003
M404	Motor Control Centers	July 14, 2003
M405	Wiring Diagrams	July 14, 2003
M501	Ductwork Details - 1	July 14, 2003

**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
M502	Ductwork Details - 2	July 14, 2003
M503	Piping Details - 1	July 14, 2003
M504	Piping Details - 2	July 14, 2003
M601	HVAC Equipment Schedules - 1	July 14, 2003
M602	HVAC Equipment Schedules - 2	July 14, 2003
M603	HVAC Equipment Schedules - 3	July 14, 2003
M604	HVAC Equipment Schedules - 4	July 14, 2003
M605	HVAC Equipment Schedules - 5	July 14, 2003
M700	HVAC Control Points	July 14, 2003
M701	HVAC Control - Module Riser	July 14, 2003
M702	HVAC Control Points List - 1	July 14, 2003
M703	HVAC Control Points List - 2	July 14, 2003
M704	HVAC Control Points List - 3	July 14, 2003
M705	HVAC Control Points List - 4	July 14, 2003
M706	HVAC Control Points List - 5	July 14, 2003
M707	HVAC Control Points List - 6	July 14, 2003
M708	HVAC Control Points List - 7	July 14, 2003
M709	HVAC Control Points List - 8	July 14, 2003
M710	HVAC Control Points List - 9	July 14, 2003
M711	HVAC Control Points List - 10	July 14, 2003
M712	HVAC Control Points List - 11	July 14, 2003
M713	HVAC Control Points List - 12	July 14, 2003
M714	HVAC Control Points List - 13	July 14, 2003
<b>PLUMBING</b>		
P001	Symbol List, General Notes, Schedules and Details	June 11, 2003
P100A	Underground Floor Plan - Part A	July 14, 2003
P100B	Underground Floor Plan - Part B	May 23, 2003
P100C	Underground Floor Plan - Part C	July 14, 2003
P101-A	Floor Plan - Part A	June 11, 2003
P101-B	Floor Plan - Part B	July 14, 2003
P101-C	Floor Plan - Part C	July 14, 2003
P102-A	Roof Plan - Part A	July 14, 2003
P102-B	Roof Plan - Part B	July 14, 2003
P102-C	Roof Plan - Part C	June 11, 2003
P201	Partial Underground Floor Plan	May 23, 2003
P202	Partial Underground Floor Plans	July 14, 2003
P203	Partial Floor Plan	July 14, 2003
P204	Partial Floor Plan	July 14, 2003
P301	Water Storage Tank Detail	July 14, 2003
P302	Sanitary Riser Diagram	July 14, 2003
P303	Sanitary Riser Diagram	July 14, 2003
P304	Domestic Water Riser Diagram	July 14, 2003
<b>FIRE PROTECTION DRAWINGS</b>		
FP001	Symbol List, General Notes, Schedules and Details	July 14, 2003
FP101-A	Floor Plan - Part A	July 14, 2003
FP101-B	Floor Plan - Part B	July 14, 2003
FP101-C	Floor Plan - Part C	July 14, 2003
FP201	Partial Floor Plans and Details	July 14, 2003
<b>ELECTRICAL</b>		
E001	Abbreviations and Symbol List	May 23, 2003
E002	General Notes and Lighting Fixture Schedule	July 14, 2003
ES001	Electrical Site Plan	May 23, 2003
E101-A	Lighting Floor Plan - Part A	July 14, 2003
E101-B	Lighting Floor Plan - Part B	July 14, 2003
E101-C	Lighting Floor Plan - Part C	July 14, 2003
E101-D	Lighting Floor Plan - Part D	July 14, 2003
E101-E	Lighting Floor Plan - Part E	July 14, 2003
E101-F	Lighting Floor Plan - Part F	July 14, 2003
E101-G	Lighting Floor Plan - Part G	July 14, 2003
E101-H	Lighting Floor Plan - Part H (Admin. Area)	July 14, 2003
E102	Lighting Site Plan	July 14, 2003
E202-A	Power Floor Plan - Part A	May 23, 2003
E202-B	Power Floor Plan - Part B	May 23, 2003
E202-C	Power Floor Plan - Part C	May 23, 2003
E202-D	Power Floor Plan - Part D	May 23, 2003
E202-E	Power Floor Plan - Part E	May 23, 2003
E202-F	Power Floor Plan - Part F	May 23, 2003
E202-G	Power Floor Plan - Part G	May 23, 2003
E203-A	Power Floor Plan-RPP's, Receptacles and Phones Part-A	July 14, 2003
E203-B	Power Floor Plan-RPP's, Receptacles and Phones Part-B	July 14, 2003

**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
E203-C	Power Floor Plan-RPP's, Receptacles and Phones Part-C	July 14, 2003
E203-D	Power Floor Plan-RPP's, Receptacles and Phones Part-D	July 14, 2003
E203-E	Power Floor Plan-RPP's, Receptacles and Phones Part-E	July 14, 2003
E203-F	Power Floor Plan-RPP's, Receptacles and Phones Part-F	July 14, 2003
E203-G	Power Floor Plan-RPP's, Receptacles and Phones Part-G	July 14, 2003
E203-H	Power Floor Plan-RPP's, Receptacles and Phones Part-H-Admin Area	July 14, 2003
E204-A	Power & Lighting Roof Plan-Part-A	July 14, 2003
E204-B	Power & Lighting Roof Plan-Part-B	July 14, 2003
E204-C	Power & Lighting Roof Plan-Part-C	July 14, 2003
E302-A	Underground Grounding Plan - Part A	July 14, 2003
E302-B	Underground Grounding Plan - Part B	July 14, 2003
E302-C	Underground Grounding Plan - Part C (Admin. Area)	July 14, 2003
E303-A	Lightning Protection Roof Plan-Part A	July 14, 2003
E303-B	Lightning Protection Roof Plan-Part B	July 14, 2003
E303-C	Lightning Protection Roof Plan-Part C - Admin Area	July 14, 2003
E304-A	Fire Alarm Floor Plan-Part A	July 14, 2003
E304-B	Fire Alarm Floor Plan-Part B	July 14, 2003
E304-C	Fire Alarm Floor Plan-Part C (Admin)	July 14, 2003
E305-A	ASSD Floor Plan-Part A	July 14, 2003
E305-B	ASSD Floor Plan-Part B	July 14, 2003
E306-A	Power Underground Conduit Layout Plan - Part A	May 23, 2003
E306-B	Power Underground Conduit Layout Plan - Part B	May 23, 2003
E307-A	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part A	May 23, 2003
E307-B	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part B	May 23, 2003
E308-A	EPMS' and BMS Lan Cable Plan - Part A	July 14, 2003
E308-B	EPMS and BMS Lan Cable Plan - Part B	July 14, 2003
E401-A	Main One Line Diagram	May 23, 2003
E401-B	Distribution One Line Diagram - Computer Substations 1A, 1B, 2A, 2B, MLBA & MLBB	May 23, 2003
E401-C	Distribution One Line Diagram - Computer Substations 3A, 3B, 4A & 4B	May 23, 2003
E401-E	Distribution One Line Diagram - Mechanical Substations 1A and 1B	May 23, 2003
E401-F	Distribution One Line Diagram - Mechanical Substations 2A and 2B	May 23, 2003
E401-H	Distribution One Line Diagram - Critical Output Distribution Switchgear 1A and 1B	May 23, 2003
E401-I	Distribution One Line Diagram - Critical Output Distribution Switchgear 2A and 2B	May 23, 2003
E401-J	Distribution One Line Diagram - Critical Output Distribution Switchgear 3A and 3B	May 23, 2003
E401-K	Distribution One Line Diagram - Critical Output Distribution Switchgear 4A and 4B	May 23, 2003
E402	Part One Line Diagrams for Kirk Key and Synch. Check Relaying	July 14, 2003
E403	12KV Distribution Switchgear "MD-A" & "MD-B" Relay Diagrams	July 14, 2003
E404	Generator Switchgear and Generator Relay Diagrams	July 14, 2003
E405-A	EMPS Typical for 43.5kV, 13.8kV A & B MV CB	July 14, 2003
E405-B	EPMS Main Distribution Switchgear 1	July 14, 2003
E405-C	EPMS Main Distribution Switchgear 2	July 14, 2003
E405-D	EPMS Diesel Generator	July 14, 2003
E405-E	EPMS Diesel Generator Switchgear	July 14, 2003
E405-F	EPMS Computer Substation Side A & B	July 14, 2003
E405-G	EPMS Mechanical Substation Side A & B	July 14, 2003
E405-H	EPMS Loadbank Substation A & B	July 14, 2003
E405-I	EPMS UPS & SSC Output Switchgear	July 14, 2003
E405-J	EPMS Critical Output Distribution Switchgear	July 14, 2003
E405-K	EPMS Alt Critical Output Switchgear	July 14, 2003
E405-L	EPMS UPS MB A & B	July 14, 2003
E405-M	RPP	July 14, 2003
E406-A	EPMS Screen Flow and Summary Description	July 14, 2003
E406-B	EPMS #1 Screen Name List	July 14, 2003
E406-C	EPMS #2 Screen Name List	July 14, 2003
E406-D	EPMS #3 Screen Name List	July 14, 2003
E406-E	EPMS #4 Screen Name List	July 14, 2003
E407-A	EPMS System Cabling and Details	July 14, 2003
E407-B	EPMS & BMS Lan Details	July 14, 2003
E408	EPMS GPS System Diagrams	July 14, 2003
E409	Control Block Diagram	July 14, 2003
E410	Control Wiring Block Diagram	July 14, 2003
E411-A	EPO Diagram-Data Center 'A' and Generator Rooms 1A and 1B	July 14, 2003
E411-B	EPO Diagram-Data Center 'B' and Generator Rooms 2A and 2B	July 14, 2003
E412	125VDC Battery System	July 14, 2003
E422	Fire Alarm and ASSD System Connection Diagram and Mounting Details	July 14, 2003
E501	Lighting Panel Schedules	July 14, 2003
E502-A	UPS Receptacle Panel Schedules	July 14, 2003
E502-B	UPS Receptacle Panel Schedules	July 14, 2003
E503	Receptacle Panel Schedules	July 14, 2003
E504-A	Mechanical Equipment Panel Schedules	July 14, 2003
E504-B	Mechanical Equipment Panel Schedules	July 14, 2003
E504-C	Mechanical Equipment Panel Schedules	July 14, 2003
E504-D	Mechanical Equipment Panel Schedules	July 14, 2003

**Bank One Core Data Center II  
Brandywine, Delaware  
List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
E505-A	PP Panel Schedules	July 14, 2003
E505-B	PP Panel Schedules	July 14, 2003
E506	Miscellaneous Mechanical Loads	July 14, 2003
E507-A	DC "A" Panel Schedules	July 14, 2003
E507-B	DC "B" Panel Schedules	July 14, 2003
E601	Grounding Details Part 1	May 23, 2003
E602	Grounding Details Part 2	May 23, 2003
E603	Lighting Control Panel Schedules and Details	July 14, 2003
E604	Smoke Detection and Fire Alarm Details	July 14, 2003
E605	Lighting Details	July 14, 2003
E606	Lightning Protection Details	July 14, 2003
E607	Power Underground Conduit Sections and Details	May 23, 2003
E610	Switchgear Elevations	July 14, 2003
E611	Switchgear Elevations	July 14, 2003
E612	Electrical Details	July 14, 2003
E613	Underfloor Receptacle Details	July 14, 2003
<b>SECURITY DRAWINGS</b>		
SE001	Security Symbols, Drawing List and Notes	May 23, 2003
SE101-A	Floor Security Plan - Part A	May 23, 2003
SE101-B	Floor Security Plan - Part B	May 23, 2003
SE101-C	Security Floor Plan - Part C - Admin. Area & Site Gate Security Part Plan	May 23, 2003
SE401	Security Block Diagrams & Riser Diagram	July 14, 2003
SE601	Security System Details Sheet #1	July 14, 2003
SE602	Security System Details Sheet #2	July 14, 2003
<b>FUEL OIL</b>		
F101	Part Site and Generator Room Plan - Gen. Rms 1A and 2A	May 23, 2003
F102	Part Site and Generator Room Plan - Gen. Rms 1B and 2B	May 23, 2003
F103	Part Plans and Sections	July 14, 2003
F401	Fuel Oil Flow Diagram - Gen. Rms 1A and 1B	April 30, 2003
F402	Fuel Oil Flow Diagram - Gen. Rms 2A and 2B	April 30, 2003
F403	Fuel Oil System Connection Diagrams	April 30, 2003
F404	Fuel Oil System Monitoring System	April 30, 2003
F405	Fuel Oil Control Diagram	July 14, 2003
F501	Underground Fuel Oil Storage Tank Details	April 30, 2003
F502	Details	April 30, 2003
<b>DIVISION 1</b>		
<b>GENERAL REQUIREMENTS</b>		
01100	Summary	April 18, 2003
01140	Work Restrictions	April 18, 2003
01210	Allowances	April 18, 2003
01250	Contract Modification Procedures	April 18, 2003
01270	Unit Prices	April 18, 2003
01290	Payment Procedures	April 18, 2003
01310	Project Management And Coordination	April 18, 2003
01320	Construction Progress Documentation	April 18, 2003
01330	Submittal Procedures	April 18, 2003
01331	Coordination Drawings CAD Waiver	April 18, 2003
01400	Quality Requirements	April 18, 2003
01420	References	April 18, 2003
01500	Temporary Facilities And Controls	April 18, 2003
01600	Product Requirements Substitution Request	April 18, 2003
01700	Execution Requirements	April 18, 2003
01731	Cutting And Patching	April 18, 2003
01770	Closeout Procedures	April 18, 2003
01771	Final Cleaning	June 11, 2003
<b>DIVISION 2</b>		
<b>SITE CONSTRUCTION</b>		
02100	Site Preparation	April 18, 2003
02200	Site Excavation, Filling and Grading	April 18, 2003
02270	Temporary Erosion and Sediment Control Measures	April 18, 2003
02271	RIPRAP	April 30, 2003
02430	Catch Basins	April 30, 2003
02484	Topsoiling	April 30, 2003
02486	Fertilizing and Seeding	April 30, 2003
02489	Mulching	April 30, 2003
02490	Sodding	April 30, 2003
02492	Watering	April 30, 2003
02504	Pavement Milling	April 30, 2003
02510	Concrete Sidewalks	April 30, 2003
02511	Seal Coat	April 30, 2003
02512	Saw Cutting	April 30, 2003

**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

<b>DWG./Spec No.</b>	<b>Description</b>	<b>Date</b>
02513	Bituminous Concrete Paving, Hot-Mixed	April 30, 2003
02514	Adjusting and Repairing Existing Catch Basins and Manholes	April 30, 2003
02520	Portland Cement Concrete Paving	April 30, 2003
02528	Concrete Curb	April 30, 2003
02579	Pavement Millings	April 30, 2003
02605	Manholes	April 30, 2003
02610	Reinforced Concrete Pipe/HDPE	April 30, 2003
02612	PVC Sanitary Sewer and Pipe Fittings	April 30, 2003
02620	Subdrainage	April 30, 2003
02622	PVC Storm Sewer Pipe and Fittings	April 30, 2003
02665	Ductile Iron Pipe and Fittings	April 30, 2003
02668	Water Valves and Valve Boxes	April 30, 2003
02669	Standard Fire Hydrant	April 30, 2003
02721	Junction Boxes	April 30, 2003
02900	General Planting	April 30, 2003
02910	Topsoil and Seeding	April 30, 2003
<b>DIVISION 3</b>	<b>CONCRETE</b>	
03100	Concrete Formwork	April 30, 2003
03200	Concrete Reinforcement and Embedded Assemblies	April 30, 2003
03300	Concrete	April 30, 2003
03450	Plant-Precast Architectural Concrete	May 7, 2003
<b>DIVISION 4</b>	<b>MASONRY</b>	
04820	Unit Masonry Assemblies	June 11, 2003
<b>DIVISION 5</b>	<b>METALS</b>	
05120	Structural Steel	May 7, 2003
05300	Meat Deck	May 7, 2003
05511	Metal Stairs	June 11, 2003
05521	Exterior Pipe and Tube Railings	June 11, 2003
05811	Architectural Joint Systems	June 11, 2003
<b>DIVISION 6</b>	<b>WOOD &amp; PLASTICS</b>	
06105	Miscellaneous Carpentry	July 14, 2003
<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	
07115	Bituminous Dampproofing	June 11, 2003
07210	Building Insulation	June 11, 2003
07412	Metal Wall Panels	June 11, 2003
07552	SBS-Modified Bituminous Membrane Roofing	June 11, 2003
07620	Sheet Metal Flashing and Trim	June 11, 2003
07716	Roof Expansion Assemblies	June 11, 2003
07720	Roof Accessories	June 11, 2003
07841	Through-Penetration Firestop Systems	April 30, 2003
07900	Joint Sealers	April 30, 2003
07920	Joint Sealants	June 11, 2003
<b>DIVISION 8</b>	<b>DOORS AND WINDOWS</b>	
08111	Steel Doors and Frames	June 11, 2003
08125	Interior Aluminum Frames	July 14, 2003
08211	Flush Wood Doors	July 14, 2003
08311	Access Doors and Frames	July 14, 2003
08331	Overhead Coiling Doors	June 11, 2003
08411	Aluminum Entrances and Storefronts	June 11, 2003
08700	Door Hardware (CDC2)	June 11, 2003
08711	Door Hardware	July 14, 2003
08716	Power Door Operators	July 14, 2003
08800	Glazing	June 11, 2003
08911	Structural Glazed Aluminum Curtain Wall	June 11, 2003
<b>DIVISION 9</b>	<b>FINISHES</b>	
09260	Gypsum Board Assemblies	June 11, 2003
09310	Ceramic Tile	July 14, 2003
09511	Acoustical Panel Ceilings	July 14, 2003
09514	Acoustical Metal Pan Ceiling	July 14, 2003
09654	Linoleum Floor Coverings	July 14, 2003
09681	Carpet Tile	July 14, 2003
09922	Interior Painting (Professional Line Products)	July 14, 2003
09960	High-Performance Coatings	June 11, 2003



**Bank One Core Data Center II  
Brandywine, Delaware  
List of Drawings and Specifications**

**July 14, 2003**

DWG./Spec No.	Description	Date
<b>DIVISION 10</b>	<b>SPECIALTIES</b>	
10101	Presentation Dry Erase Wallcovering	July 14, 2003
10155	Toilet Compartments	July 14, 2003
10200	Louvers and Vents	June 11, 2003
10265	Impact-Resistant Wall Protection	July 14, 2003
10270	Access Flooring	July 14, 2003
10505	Metal Lockers	July 14, 2003
10520	Fire-Protection Specialties	July 14, 2003
10605	Wire Mesh Partitions	July 14, 2003
10801	Toilet and Bath Accessories	July 14, 2003
<b>DIVISION 11</b>	<b>EQUIPMENT</b>	
11010	Window Washing Systems	July 14, 2003
11160	Loading Dock Equipment	June 11, 2003
<b>DIVISION 12</b>	<b>FURNISHINGS</b>	
12484	Floor Mats and Frames	July 14, 2003
12491	Horizontal Louver Blinds	July 14, 2003
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION</b>	
13700	SECURITY ACCESS AND SURVEILLANCE	July 14, 2003
13701	ACCESS CONTROL & ALARM MONITORING SYSTEMS	July 14, 2003
13702	CLOSED-CIRCUIT TELEVISION SYSTEMS	July 14, 2003
<b>DIVISION 14</b>	<b>CONVEYING SYSTEMS</b>	
14610	Fixed Hoists	July 14, 2003
<b>DIVISION 15</b>	<b>MECHANICAL</b>	
15020H	HVAC REQUIREMENTS	July 14, 2003
15145H	HANGERS AND SUPPORTS	July 14, 2003
15170H	MOTORS	July 14, 2003
15175H	MOTOR CONTROLLERS	July 14, 2003
15180H	MOTOR-CONTROL CENTERS	July 14, 2003
15190H	HVAC IDENTIFICATION	July 14, 2003
15200H	INSULATION	July 14, 2003
15241H	HVAC VIBRATION CONTROLS AND SEISMIC RESTRAINTS	July 14, 2003
15491H	FUEL-OIL SYSTEM	July 14, 2003
15500H	PIPING SYSTEMS	July 14, 2003
15540H	HVAC PUMPS	July 14, 2003
15545H	WATER TREATMENT	July 14, 2003
15560H	LIQUID LEAK DETECTION SYSTEMS	July 14, 2003
15575H	BREECHINGS, CHIMNEYS AND STACKS	July 14, 2003
15600H	REFRIGERATION SYSTEM EQUIPMENT	July 14, 2003
15761H	AIR COILS	July 14, 2003
15784H	COMPUTER-ROOM AIR-CONDITIONING UNITS INSTALLATION	July 14, 2003
15805H	DIESEL ENGINE INSTALLATION	July 14, 2003
15810H	HUMIDIFIERS	July 14, 2003
15832H	FINNED-TUBE RADIATION	July 14, 2003
15835H	UNIT HEATERS	July 14, 2003
15850H	FANS	July 14, 2003
15854H	CENTRAL-STATION AIR-HANDLING UNITS	July 14, 2003
15856H	INTAKE AND RELIEF VENTILATORS	July 14, 2003
15890H	SHEET METAL WORK	July 14, 2003
15933H	AIR TERMINALS	July 14, 2003
15990H	TESTING, ADJUSTING AND BALANCING	July 14, 2003
<b>DIVISION 15</b>	<b>Plumbing</b>	
15020P	PLUMBING REQUIREMENTS	July 14, 2003
15100P	PLUMBING VALVES	July 14, 2003
15135P	PLUMBING METERS AND GAGES	July 14, 2003
15145P	Plumbing Hangers and Supports	June 11, 2003
15170P	PLUMBING MOTORS	July 14, 2003
15190P	Plumbing Identification	June 11, 2003
15241P	Plumbing Vibration Controls and Seismic Restraints	June 11, 2003
15260P	Plumbing Insulation	July 14, 2003
15321P	ELECTRIC-DRIVE, VERTICAL FIRE PUMPS	July 14, 2003
15325P	FIRE-SUPPRESSION SPRINKLERS	July 14, 2003
15411P	PLUMBING WATER DISTRIBUTION PIPING	July 14, 2003
15420P	PLUMBING DRAINAGE AND VENT PIPING	July 14, 2003
15430P	PLUMBING SPECIALTIES	July 14, 2003
15440P	Plumbing Fixtures	June 11, 2003
15441P	COOLING TOWER WATER MAKEUP PUMPS	July 14, 2003
15442P	Duplex Domestic Water Pumping System	June 11, 2003

**Bank One Core Data Center II**  
**Brandywine, Delaware**  
**List of Drawings and Specifications**

**July 14, 2003**

<b>DWG./Spec No.</b>	<b>Description</b>	<b>Date</b>
15452P	SUMP PUMPS	July 14, 2003
15461P	Electric Water Heaters	June 11, 2003
<b>DIVISION 16</b>	<b>ELECTRICAL</b>	
16050	BASIC ELECTRICAL REQUIREMENTS	July 14, 2003
16055	TEMPORARY ELECTRICAL FACILITIES FOR CONSTRUCTION	July 14, 2003
16071	SEISMIC CONTROLS FOR ELECTRICAL WORK	July 14, 2003
16075	ELECTRICAL IDENTIFICATION	July 14, 2003
16080	ACCEPTANCE TESTING	July 14, 2003
16120	CONDUCTORS AND CABLES	July 14, 2003
16121	CONTROL/SIGNAL TRANSMISSION MEDIA	July 14, 2003
16124	MEDIUM-VOLTAGE CABLES	July 14, 2003
16130	RACEWAYS, BOXES AND CABINETS	July 14, 2003
16140	WIRING DEVICES	July 14, 2003
16145	LIGHTING CONTROL DEVICES	July 14, 2003
16312I	12KV-480/277 VOLT SUBSTATIONS - Installation Only	July 14, 2003
16344I	12KV DISTRIBUTION SWITCHGEARS - Installation Only	July 14, 2003
16345I	12KV PARALLELING SWITCHGEAR - Installation Only	July 14, 2003
16415	TRANSFER SWITCHES	July 14, 2003
16425	SWITCHBOARDS	July 14, 2003
16426I	SWITCHGEARS (CRITICAL OUTPUT DISTRIBUTION) - Installation Only	July 14, 2003
16441I	ALTERNATE CRITICAL SWITCHBOARDS - Installation Only	July 14, 2003
16452	GROUNDING	July 14, 2003
16461	DRY TYPE TRANSFORMERS (600V AND LESS)	July 14, 2003
16470	PANELBOARDS	July 14, 2003
16471I	POWER DISTRIBUTION UNIT (PDU'S) - Installation Only	July 14, 2003
16475	FUSES	July 14, 2003
16476	DISCONNECT SWITCHES AND CIRCUIT BREAKERS	July 14, 2003
16480I	LOAD BANKS - Installation Only	July 14, 2003
16511	INTERIOR LIGHTING	July 14, 2003
16521	EXTERIOR LIGHTING	July 14, 2003
16610I	UNINTERRUPTIBLE POWER SUPPLY SYSTEM - Installation Only	July 14, 2003
16621I	PACKAGED ENGINE GENERATORS - Installation Only	July 14, 2003
16637I	REMOTE POWER PANELS (RPP'S) - Installation Only	July 14, 2003
16722	AIR SAMPLING SMOKE DETECTION SYSTEMS	July 14, 2003
16723	ADDRESSABLE FIRE ALARM SYSTEMS	July 14, 2003
16997	ELECTRICAL SYSTEM COMMISSIONING REQUIREMENTS	July 14, 2003
<b>DIVISION 17</b>	<b>HVAC CONTROL SYSTEMS</b>	
17975H	HVAC CONTROL SYSTEMS	July 14, 2003



EXHIBIT D

WORK AREA

**4001 Governor Printz Blvd.  
Wilmington, DE 19802**

D-1

EXHIBIT EMAXIMUM CHANGE ORDER RATES FOR OVERHEAD,  
PROFIT, ELECTRICAL TRADE MANAGER'S FEE, AND GENERAL CONDITIONS

- |    |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 1. | Subcontractor may add to its "on-site" cost for extra Work.                                                                                                                                                                                                                                                                                                                                   | <u>15</u> % for all overhead, profit, fee and general conditions items                                                    |
|    | Subcontractor may add to an additional percentage to subcontractor's costs for administration and supervision of extra Work by a sub-subcontractor.                                                                                                                                                                                                                                           | <u>6</u> % for all overhead, profit, fee and general conditions items                                                     |
| 2. | Electrical Trade Manager may add to its "on-site" cost of extra Work when such Work is performed directly at the site with its own personnel, equipment and materials, it being agreed by Electrical Trade Manager that it will not subcontract out work when it would be more efficient (both in terms of time and money) for Electrical Trade Manager's own personnel to perform such work. | <u>N/A</u> % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order          |
| 3. | Electrical Trade Manager may add an additional percentage to subcontractor's costs for administration and supervision of extra Work by a subcontractor.                                                                                                                                                                                                                                       | <u>6</u> % for all of Electrical Trade Manager's Fee and plus General Conditions Items related to such Change Order       |
| 4. | Electrical Trade Manager shall deduct over and above his "on-site" cost of deleted Work when such Work would have been performed directly at the Site with its own personnel, equipment and materials.                                                                                                                                                                                        | <u>N/A</u> % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order          |
| 5. | Electrical Trade Manager shall deduct an additional percentage over and above subcontractor's credit for administration and supervision of extra Work by a subcontractor.                                                                                                                                                                                                                     | <u>6</u> <u>N/A</u> % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order |

EXHIBIT F

RATES AND UNIT PRICES

Item  
N/A

Price

F-1

EXHIBIT G  
GENERAL CONDITIONS  
TO  
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

These General Conditions are attached to and made a part of the Single Project Construction Services Agreement ("Agreement"). All terms defined either in the Agreement or in these General Conditions shall have the meaning ascribed thereto wherever used in the Contract Documents. Terms and abbreviations not specifically defined in the Contract Documents which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 1     WORK

1.01 Electrical Trade Manager shall perform or cause to be performed, in a first class manner and in accordance with the Contract, all work set forth in, contemplated by or reasonably inferable as being necessary to produce the intended results from, the plans and specifications listed on Exhibit C to the Agreement (as supplemented and modified by Owner throughout the design process), including all labor and materials to complete the general description of such work contained in the Agreement and all movable furnishings specifically identified as being the responsibility of or to be performed by Electrical Trade Manager on such plans and specifications (as supplemented and modified by Owner throughout the design process) and excluding movable furnishings specified or indicated on such plans and specifications to be excluded or to be the responsibility of Owner or Owner's other contractors or consultants (collectively all such labor, materials, and services to be provided by Electrical Trade Manager are herein called the "Work"). In the event of any discrepancy between large-scale plans and small-scale plans, the large-scale plans shall govern. The foregoing shall not relieve Electrical Trade Manager of Electrical Trade Manager's responsibility to advise Owner of any inconsistencies in any of the plans and specifications which a fully competent first class contractor could reasonably be expected to discover upon review of the plans and specifications. Except as set forth above, if any of the Contract Documents imposes a different or greater obligation or limitation upon Electrical Trade Manager than another Contract Document, the Contract Document imposing the greater obligation or limitation on Electrical Trade Manager shall govern and prevail. Plans and specifications which are either (i) necessary for the proper execution and completion of the Work or for the proper operation of the completed improvements or (ii) consistent with and reasonably inferable from the plans and specifications attached hereto as Exhibit C (as supplemented and modified by Owner throughout the design process) as being part of the scope of the Work may hereafter be furnished and will be incorporated in Exhibit C and into the Work at no additional cost to Owner. Electrical Trade Manager acknowledges that it has participated and will participate in meetings with Owner and its design professionals and Electrical Trade Manager has been given ample opportunity to obtain a thorough understanding of the intended final product and fully reviewed the plans and specifications listed on Exhibit C, and thus Electrical Trade Manager hereby agrees that no increase in the Contract Sum shall result unless a change in scope occurs as evidenced by a written change order executed by Owner and Electrical Trade Manager. Electrical Trade Manager shall participate in the value engineering by proposing appropriate and suitable alternatives to achieve the intended design, functionality and quality in a manner that will best enable the Work to be completed within the budget and schedule therefor and shall cooperate and work with the Owner and its consultants as part of an integrated team to maximize the quality of the improvements contemplated by the Work and its components and systems while minimizing the cost of the Work and meeting the requirements of the schedule therefor.

1.02 As between Owner and Electrical Trade Manager, all plans and specifications for the Work and other material related to the Work prepared by Electrical Trade Manager or furnished to Electrical Trade Manager by Owner are and shall remain Owner's property, and shall be used by Electrical Trade Manager only with respect to the Work. Electrical Trade Manager acknowledges that a confidential relationship has been established between Owner and Electrical Trade Manager and that Owner may communicate to Electrical Trade Manager certain confidential information to enable Electrical Trade Manager to render the services required in the Contract. Electrical Trade Manager agrees (i) to treat and to obligate its consultants, employees, and subcontractors to consider and treat all information as secret and confidential, and (ii) not to disclose or issue any information or make available any reports, recommendations and/or conclusions in connection with the Work or the Site, which Electrical

Trade Manager may make to Owner, or any drawings, to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Owner's prior written approval, except where required by law, rule or regulation.

1.03 The Contract Documents represent the entire and integrated agreement between Owner and Electrical Trade Manager and shall be deemed to supersede all prior negotiations, representations or agreements, whether written or oral.

## ARTICLE 2 OWNER

2.01 To the extent required by Electrical Trade Manager to perform the Work, Owner shall furnish descriptions of all surveys describing the physical characteristics, legal limitations and utility locations for the area within which the Work is to be performed and where materials are to be stored, which Work areas within the Site are limited to the areas designated as such on Exhibit D to the Agreement ("Work Area"). Electrical Trade Manager shall confine its activities at the Site to the Work Area. All other grades, lines, levels, benchmarks, courses and distances shall be established and maintained by Electrical Trade Manager.

2.02 Unless otherwise provided in the Contract Documents, Electrical Trade Manager will be furnished with, free of charge, one set of prints and one reproducible set of all drawings comprising the plans and specifications and one set of the specifications. Owner shall be responsible for all utility connection charges and tap-in fees, including excess capacity fees, meter installation charges or the like.

2.03 If Electrical Trade Manager is in default of any of its obligations under the Contract Documents, and such failure or default continues for seven days after written notice from Owner, Owner may order Electrical Trade Manager immediately to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Electrical Trade Manager or any other person or entity. This right shall be in addition to, and not in restriction of, Owner's other rights under the Contract Documents.

2.04 The Project Manager identified in the Agreement, or any substitute designated as such in writing from Owner to Electrical Trade Manager, is Owner's representative with full power to bind Owner.

2.05 Owner reserves for itself and its representatives the right of access to any part of the Work at any time for the purpose of observing or testing or to install other work either with its own forces or with other contractors. Such access is not to be construed to mean partial occupancy by Owner.

2.06 Owner reserves the right to designate, by notice to Electrical Trade Manager (if not so designated on Page 1 of the Agreement) one or more persons or entities that is the owner or manager of the Site or the existing building within which the Work is to be performed (if any, the "Building") as a Building Owner/Manager. To the extent a Building Owner/Manager is so designated, all provisions of this Contract relating to the Building Owner/Manager shall apply, and mean and refer, to the persons or entities so designated. To the extent a Building Owner/Manager is not so designated, no force or effect shall be given to those provisions to the extent related to the Building Owner/Manager.

2.07 Owner reserves the right to engage third parties, including architects and engineers, to assist Owner in various capacities related to the Work and Contract Documents, including in the administration of the Contract Documents. Electrical Trade Manager agrees to cooperate with all such consultants, including architects and engineers, in all aspects of the Work and Contract Documents, including the administration thereof. Electrical Trade Manager acknowledges and agrees that Owner may grant conditional approval of or require the approval of any such consultant, including any architect or engineer, as a condition to Owner's granting any consent or approval required of Owner under the Contract Documents. Electrical Trade Manager shall cooperate with such processes required by Owner to obtain such consultant's consents.

ARTICLE 3 ELECTRICAL TRADE MANAGER

3.01 Electrical Trade Manager shall have responsibility for preparation of electrical trades' budgets for the Work throughout the design process in cooperation and consultation with Construction Manager, Owner and its consultants. Neither Electrical Trade Manager's submission nor Construction Manager's approval of any budget shall alter the Contract Sum (absent a Change Order executed by the Parties).

3.02 Electrical Trade Manager shall perform the Work in accordance with all laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site ("Government Requirements"), and otherwise perform Electrical Trade Manager's obligations contemplated in the Contract Documents. Electrical Trade Manager acknowledges that Electrical Trade Manager has visited the Site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the Work and the Work Area. Electrical Trade Manager shall perform no portion of the Work at any time without Contract Documents or, where required, approved (or approved as noted) shop drawings, product data or samples for such portion of the Work.

3.03 Electrical Trade Manager shall employ a competent project superintendent, necessary assistants, and staff, as necessary for the proper administration, coordination and supervision of the Work, all approved by Owner in writing by either being listed in the Agreement or by separate written approval accepted by or on behalf of Owner. Owner's approval of any such person (or of any substitute for such person) shall not relieve Electrical Trade Manager of or otherwise limit or affect Electrical Trade Manager's obligation to employ competent persons of sufficient skill and experience to perform their assigned responsibilities in accordance with the standards and requirements set forth in the Contract. Electrical Trade Manager's project superintendent shall be in attendance at the Work Area for the duration of the Work and such project superintendent's duties shall not be diminished without the prior written consent of Owner. Electrical Trade Manager's project superintendent shall represent Electrical Trade Manager and all communications given to such project superintendent shall be as binding as if given to Electrical Trade Manager. Upon Owner's request, any communication from such project superintendent shall be confirmed in writing by an authorized partner, member or officer, as the case may be, of Electrical Trade Manager. Electrical Trade Manager's project superintendent shall have authority to furnish estimates and to approve field changes and shall attend meetings with Owner at such times and places as shall be requested by Owner to report on the progress of the Work or otherwise to consult with Owner. Electrical Trade Manager's project superintendent and other members of Electrical Trade Manager's staff identified on page 1 of the Agreement or separately approved by Owner as provided above shall not be changed without the consent of Owner unless such person leaves the employ of Electrical Trade Manager, in which event the substitute must first be approved in writing by Owner. If Owner gives Electrical Trade Manager notice Electrical Trade Manager's project superintendent or any other of Electrical Trade Manager's personnel identified on page 1 of the Agreement (or any person that replaces any of the foregoing) has failed to perform his or her responsibilities in accordance with the standards set forth in this Contract and such failure is not remedied within ten (10) days of such notice, Electrical Trade Manager shall, if requested by Owner, promptly replace such person with a person having the competence, skill and experience necessary to perform such responsibilities and approved by Owner. Those individuals who are the authorized signatories for Electrical Trade Manager are also listed in the Agreement.

3.04 Electrical Trade Manager shall (a) supervise and direct the Work using Electrical Trade Manager's best professional skill and attention, and (b) be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Electrical Trade Manager shall furnish its best skill and judgment, employing first class professional standards, and shall cooperate with the other parties involved in the Work in furthering the interests of Owner. Electrical Trade Manager accepts sole responsibility for the acts and omissions of Electrical Trade Manager's employees, subcontractors and their respective agents and employees. Electrical Trade Manager shall (i) at all times enforce strict discipline and good order among Electrical Trade Manager's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him; (ii) confine Electrical Trade Manager's equipment, apparatus, materials, and operations of its workmen and subcontractors within limits allowed by Owner and Building Owner/Manager and not unnecessarily burden the Work Area with materials; (iii) correct, at Electrical Trade Manager's expense, damage to property resulting from the Work; and (iv) if the Work requires a temporary shut-down of a service in the Building or any other improvements on the Site, cause such Work to be accomplished during other than normal hours and

coordinated with Owner and Building Owner/Manager at Electrical Trade Manager's expense; provided further that Electrical Trade Manager shall give adequate notice to Owner and Building Owner/Manager that Electrical Trade Manager will require a shut-down.

3.05 (a) Electrical Trade Manager shall not use, in connection with the Work, any material containing asbestos as defined by the United States Environmental Protection Agency 40 CFR CH. 1 (7-1-00 Edition) Subpart M-National Emission Standard for Asbestos, and the Occupational Safety and Health Administration, Part 1910: Occupational Safety and Health Standards; Subpart Z: Toxic and Hazardous Substances, Standard 1910.1001: Asbestos.

(b) Electrical Trade Manager shall not use, in connection with the Work, any hazardous waste, toxic substance or related materials, including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802, and the Resource Conservation Act and Recovery Act, as amended, 42 U.S.C. Sec. 6901 et seq. ("**Hazardous Materials**") in such manner as would violate any Government Requirements or would cause any damage or a risk of any damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner.

3.06 Electrical Trade Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Electrical Trade Manager shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin or ancestry. Electrical Trade Manager shall comply with, and shall cooperate with Owner and other contractors and subcontractors in connection with compliance with, the regulations of the Occupational Safety and Health Act of 1970, as amended ("**OSHA**"), or any similar state law which is applicable. If any Electrical Trade Manager's employee working on the Work files a charge of noncompliance with OSHA, Electrical Trade Manager shall notify Owner's Project Manager promptly upon receiving notice of such charge.

3.07 (a) The Contract Sum is based on the Completion Schedule attached to the Agreement as Exhibit A (said schedule, as modified as permitted herein with Owner's written approval is herein called the "**Completion Schedule**"). Except as expressly provided for in the Contract Documents, Electrical Trade Manager shall not be entitled to any additional payment for overtime, which includes shift work, required to complete the Work in accordance with the Completion Schedule.

(b) If Owner requests Electrical Trade Manager to work overtime due solely to Owner's election to accelerate the performance of the Work ahead of the Completion Schedule, Electrical Trade Manager shall comply with the following requirements:

(i) Electrical Trade Manager shall submit a statement of employees by name, trade, classification, hourly rate, and premiums or overtime charges worked to substantiate premium or overtime charges, in such detail as to demonstrate to Owner its correctness. These statements shall be prepared on a daily basis and shall be submitted daily for Owner's records. The rates, premiums and overtime charges shall correspond with the schedule of rates and unit costs in Exhibit F to the Agreement, which rates and unit prices include all contributions to federal and state unemployment tax and for federal insurance contributions tax required to be paid by Electrical Trade Manager.

(ii) Owner will pay for authorized overtime work only the amounts of overtime premium wages actually paid by Electrical Trade Manager in accordance with those set forth on the schedule of rates and unit costs attached as Exhibit F to the Agreement.

3.08 (a) Electrical Trade Manager represents and warrants to and covenants with Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by Owner. If required by Owner, Electrical Trade Manager shall promptly furnish satisfactory samples of materials

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demonstrating that the materials comply with this Section. This representation, warranty and covenant is not limited by the provisions of Section 11.02 hereof related to correction of Work.

(b) Electrical Trade Manager warrants all Work performed and material and equipment furnished against defects and deficiencies (it being agreed by Owner that failure of any part of the Work due solely to misuse by persons other than Electrical Trade Manager and subcontractors shall not be deemed a defect or deficiency in such part) which develop within (i) as to those portions of the Work not covered by the following clause (ii), a period of one year from final completion of the Work or if such defect is not discovered within one year from final completion of the Work, a period of one year from the time such defect should have been discovered with the exercise of reasonable diligence and in no event shall such warranty extend beyond three years from the date of acceptance of the Work and final payment by Owner; (ii) the period specified in the Contract Documents as to any part of the Work for which a period longer than one year is specified. The foregoing time limitations shall not apply to defects and deficiencies which are latent and not readily ascertainable by ordinary observation. Notwithstanding the foregoing, if Electrical Trade Manager uses any heating, ventilating or air conditioning facilities installed as a part of the Work prior to final completion, the warranty with respect to such heating, ventilating or air conditioning facilities shall not commence until final completion of all of the Work.

(c) Electrical Trade Manager shall require each subcontractor to execute and deliver to Owner a warranty of the Work to be performed by such subcontractor, in form satisfactory to Owner which shall equal or exceed the requirements of this Section 3.08 and any additional requirements set forth in the Contract Documents and shall otherwise be in form and substance satisfactory to Owner. Such warranty by a subcontractor shall be enforceable directly by Owner against each such subcontractor and shall be in addition to any warranty provided by Electrical Trade Manager herein. Electrical Trade Manager shall obtain warranties with respect to all equipment and materials and personal property supplied with respect to the Work from the respective suppliers, at least as favorable as those generally supplied with respect to such equipment, materials and personal property by the suppliers thereof and satisfying any requirements set forth in the Contract Documents, which warranties shall be enforceable directly by Owner against such suppliers and shall be in addition to any warranty provided by Electrical Trade Manager herein or by any subcontractor. The warranties shall be executed by the respective suppliers or subcontractors not later than the date of payment to be made with substantial completion of the applicable subcontract or purchase order. Electrical Trade Manager shall obtain such warranties from each subcontractor and deliver one executed original of each to Owner. Electrical Trade Manager shall bind copies of warranties together in a single volume, grouped by trade and properly indexed. Owner shall have no obligation to make any payment with respect to the portion of the Work provided by any subcontractor or supplier which has not delivered the warranties required of such party.

(d) If the Contract Documents, any Government Requirements or Owner (to see if the Work complies with the Contract Documents) require any part of the Work to be tested, Electrical Trade Manager shall give Owner not less than 48 hours' notice of the readiness of such part of the Work so that Owner may observe such testing. Electrical Trade Manager will retain a tester satisfactory to Owner. Electrical Trade Manager shall bear the costs of all tests required by the Contract Documents or by Governmental Requirements. If a test is not required either by the Contract Documents or by any Governmental Requirements, and if testing reveals a failure of the Work to comply with the Contract Documents, Electrical Trade Manager shall bear all costs related to such test, including compensation for Owner's additional services made necessary by such test, and Electrical Trade Manager shall correct such failure in accordance with Article 11 hereof; otherwise Owner shall bear such costs, and an appropriate change order shall be issued to adjust the Contract Sum. Electrical Trade Manager shall not be relieved of Electrical Trade Manager's obligations to perform or cause performance of the Work in accordance with the Contract Documents by reason of any errors or omissions contained in any tests performed by or for Owner, notwithstanding that such tests and the results thereof may have been delivered to Electrical Trade Manager and that Electrical Trade Manager may have relied upon the correctness of such tests. The fact that Owner may have provided to Electrical Trade Manager any such tests or the results thereof, shall not relieve Electrical Trade Manager of the obligation to assure that the Work performed by Electrical Trade Manager is in compliance with the Contract Documents.

3.09 Electrical Trade Manager shall procure all permits (excluding building permit), licenses and certificates of inspection or occupancy necessary to complete the Work and occupy the Work Area, and shall deliver same to Owner promptly upon completion of the Work or at Owner's request. If any utility connection charges, tap-



in fees or similar items are required to be paid as a condition precedent to the issuance of any such permits, licenses, or certificates, Electrical Trade Manager shall notify Owner thereof and coordinate Owner's payment of such items as required by Section 2.02 in a timely manner to permit proper issuance of all permits, licenses and certificates as required hereby. Prior to Electrical Trade Manager's application for a permit, Electrical Trade Manager shall secure Owner's approval of the Project value to be used for permit purposes.

3.10 Electrical Trade Manager shall commence performance of its obligations under the Contract Documents upon the date set forth in the Completion Schedule for commencement of the Work or, if no such date is included in the Completion Schedule, upon execution of the Agreement by Owner and delivery to Electrical Trade Manager of the Agreement by Owner. Electrical Trade Manager shall, subject to adjustment evidenced by change orders, cause completion of each of the elements of the Work, including substantial completion and final completion, as set forth in the Completion Schedule. Electrical Trade Manager shall consult with Owner on the actual progress of the Work and, if requested by Owner at any time, shall at no additional cost to Owner, submit to Owner a series of reports (at such intervals as may be requested by Owner) reflecting the progress of the Work.

3.11 Electrical Trade Manager shall maintain at the Work Area for Owner one record copy of all current and up-to-date plans and specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction, and approved shop drawings, product data and samples. No review or receipt of such records by Owner shall be a waiver of any deviation from the Contract Documents or in any way relieve Electrical Trade Manager from Electrical Trade Manager's responsibility to perform the Work in accordance with the Contract Documents unless such deviations are specifically noted in writing by Electrical Trade Manager and specifically approved in writing by Owner. Electrical Trade Manager shall furnish to Owner four complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment furnished under the Contract Documents and any additional data specifically requested under the various sections of the specifications for each division of the Work. The manuals shall be arranged in proper order, indexed and suitably bound.

3.12 (a) Electrical Trade Manager shall procure, review, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in any work of Owner, all shop drawings, product data and samples required by Contract Documents. Electrical Trade Manager shall maintain an accurate record of all deviations from the plans and specifications which occur in the Work as actually constructed, and shall submit to Owner, two (2) sets (one to be reproducible) of complete information including descriptions, drawings, sketches, marked prints, and similar data, indicating the "as-built" conditions. Electrical Trade Manager shall keep "as-built" record drawings up to date concurrently as the Work progresses. Submittal of such drawings is required prior to Electrical Trade Manager submitting its application for final payment.

(b) Each subcontractor shall submit through Electrical Trade Manager all shop drawings at a scale which is easily read and not smaller than 8-1/2 inches by 11 inches nor larger than 36 inches by 48 inches, and all samples and manufacturers' descriptive data. All submissions by or through Electrical Trade Manager shall be thoroughly examined by Electrical Trade Manager and shall clearly identify the relevant specifications section before submission to Owner, and shall bear Electrical Trade Manager's approval stamp.

(c) All shop drawings must be dated and properly identified with the name of the Site and Work Area. Each lot submitted must be accompanied by a letter of transmittal which refers to the name of the Site and Work Area and to the specification section number for identification of each item, and which clearly states qualifications, departures or deviations from the Contract Documents, if any. For each section of the Work, shop drawings shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Electrical Trade Manager shall submit one reproducible transparency and as many prints (at least three) of each shop drawing as may be reasonably required by Owner until final acceptance thereof is obtained. Electrical Trade Manager shall submit copies, in amounts requested by Owner, of manufacturers' descriptive data for materials, equipment and fixtures.

(d) In case a considerable range of color, graining, texture or other characteristic may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by Electrical Trade Manager to indicate the full range of such characteristics that will be present in the finished

products. Products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the specifications, samples shall be submitted to Owner in triplicate. All samples shall be marked, tagged or otherwise properly identified with the name of Electrical Trade Manager, the name of the Site and Work Area, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the specifications section number for identification of each item.

3.13 Electrical Trade Manager shall be responsible for seeing that structural members are not cut without prior written authority of the Building Owner/Manager and Owner. Owner's permission to patch any areas or items of Work shall not constitute a waiver of Owner's right to require complete removal and replacement of said areas or items of Work, if, in Owner's opinion, said patching does not satisfactorily restore quality and appearance of same. Any penetration of the slab of any floor shall be core drilled in accordance with procedures to be established and approved in writing by the Building Owner/Manager and Owner.

3.14 Electrical Trade Manager at all times shall keep the Work Area and to the extent Electrical Trade Manager is granted access, the Site, in a neat and orderly condition and free from accumulation of waste materials or rubbish caused by Electrical Trade Manager's operations. In order to make the Work fit for occupancy for its intended purposes upon substantial completion, Electrical Trade Manager shall remove as soon as and to the extent practicable all temporary facilities, waste materials and rubbish from and about the Work Area and, to the extent Electrical Trade Manager is granted access, the Site, as well as all supplies, tools, construction equipment, machinery and surplus materials and leave such areas in a broom clean condition or such other condition as Owner may designate to Electrical Trade Manager in writing prior to the date hereof. Any items damaged by Electrical Trade Manager or its subcontractors shall be replaced, and all surfaces which have been scratched or marred shall be refinished, at no additional cost to Owner.

3.15 Electrical Trade Manager shall pay all royalties and license fees applicable to the Work and shall not unlawfully use or install any patented article.

3.16 (a) To the fullest extent permitted by law, Electrical Trade Manager shall indemnify, defend, save and hold Owner; its affiliated companies; Owner's Lender, if any; Owner's tenants, if any; the Building Owner/Manager, if different from Owner, Construction Manager; and the shareholders, members, partners, officers, employees of all of them (collectively the "Indemnitees") harmless from and against all loss and expense (including reasonable attorneys' fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of Electrical Trade Manager's breach of the Contract Documents and for damages because of bodily injury, occupational sickness or disease, including death resulting therefrom, sustained by any employees of Electrical Trade Manager or subcontractor while at the Site where Work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, or sustained by any person or persons other than employees of Electrical Trade Manager, ~~however such injuries may be caused~~ but only to the extent of Electrical Trade Manager's negligence, including such injuries as are caused by concurrent negligence of the Indemnitees, or any of them, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property (other than the Work itself to the extent the damage or injury thereto results from a loss covered by Owner's policy of builder's risk insurance, including loss of use resulting therefrom), directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work or the failure to protect the Work or the Site, or the condition of the Work, the Site, adjoining land or driveways, or streets or alleys used in connection with the performance of the Work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section include, subject only to the limitations contained in this Section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other persons or entities, whether based upon, or claimed to be based upon, statutory (including workers' compensation), contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement of similar rights, but excluding consequential damages.

(b) The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence, if any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which Owner has under Contract Documents or otherwise.

(c) The obligation set forth in this Section shall, but not by way of limitation, specifically include all claims directly or indirectly alleged to arise under any scaffolding, structural work or safe place law, or any law with respect to the protection of adjacent landowners.

(d) Electrical Trade Manager shall be notified of any claims against any of the Indemnitees of which Owner has notice, and Owner shall give Electrical Trade Manager such reasonable information and assistance as may be requested by Electrical Trade Manager to perform the obligations set forth in this Section; provided, however, that (i) failure to notify Electrical Trade Manager of any claim shall not relieve Electrical Trade Manager of any obligations contained in this Section; and (ii) the obligation of Owner to give information and assistance shall be at Electrical Trade Manager's expense and shall not obligate Owner to incur any expense or liability.

(e) Electrical Trade Manager expressly understands and agrees that any performance or labor and material bond or insurance protection required by any provision of the Contract Documents, or otherwise provided by Electrical Trade Manager, shall in no way limit the responsibility to indemnify, save and hold harmless and defend each of the Indemnitees as herein provided.

(f) Electrical Trade Manager shall cause the foregoing indemnification agreement by Electrical Trade Manager to be included in each subcontract between Electrical Trade Manager and a Subcontractor and between each Subcontractor and its Subcontractors and shall be in favor of each of the Indemnitees and Electrical Trade Manager, and at Owner's request, Electrical Trade Manager shall provide evidence satisfactory to Owner that it has fulfilled its obligation under this Section.

(g) If any claim indemnified hereunder has not been settled or discharged when the Work is completed, final payment of the Contract Sum shall not be due, unless and until Electrical Trade Manager provides a (i) bond issued by a bonding company satisfactory to Owner, (ii) other security acceptable in an amount equal to 150% of the amount of any such claim, including interest on such claim as estimated by Owner, or (iii) other security acceptable to Owner, which bond or other security shall be in form and substance satisfactory to Owner and shall be subject to such increase as Owner may from time to time require as interest accrues on such claim.

(h) In any and all claims against any Indemnitee or any of its agents or employees by any employee of Electrical Trade Manager, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Electrical Trade Manager under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.17 Electrical Trade Manager will keep complete and detailed books and records which will accurately reflect costs. Such books and records and all supporting data shall, at all reasonable times and upon reasonable notice, until three years after the Work has been finally completed, be open for audit, inspection and copying by Owner and its authorized representatives. The Contract Sum shall be allocated and itemized by Contactor in accordance with Owner's cost segregation study as directed from time to time by Owner or its third party consultant to allow Owner to properly allocate each element of the Contract Sum for federal income tax purposes.

3.18 Electrical Trade Manager shall not divulge information concerning the Contract Documents or any Work to anyone (including information in applications for permits, variances, etc.) without Owner's prior written consent except where such disclosure is required by law, rule or regulation. Owner reserves the right to control the release of all information relating to the Project, including the timing of any release, together with its form and content. This requirement shall survive the expiration of the Contract Documents.

3.19 If Building Owner/Manager is different from Owner, Electrical Trade Manager agrees that:

(a) Electrical Trade Manager shall at Electrical Trade Manager's sole cost and expense arrange directly with Building Owner/Manager for all access to the Work Area, storage at the Site, use of elevators and other vertical transportation, temporary utilities and facilities.

(b) Electrical Trade Manager shall at Electrical Trade Manager's sole cost and expense comply and cause others to comply with all requirements of Building Owner/Manager with respect to the conduct of its activities at the Site, and the activities of the employees of Electrical Trade Manager and subcontractors, so that the foregoing shall not interfere with the activities of Building Owner/Manager or other tenants of the Building.

3.20 Electrical Trade Manager shall include in the Contract Sum all Allowances stated in the Contract Documents. Items covered by these Allowances shall be supplied for such amounts and by such persons as Owner may direct. "Allowances" means the amounts stated to be allowances from time to time in the Contract Documents and such amounts represent the actual cost of the articles for which allowances are stated, and include any cost of hauling, cartage, supervision, preparing of work, and the cost of installing. Whenever the estimated budget cost attributable to an Allowance item is less than the actual cost of such Allowance, the Contract Sum shall be increased by Change Order to reflect such difference. Whenever the estimated budget cost attributable to an Allowance item is greater than the actual cost of such Allowance, the Contract Sum shall be decreased by Change Order to reflect such difference. In accordance with the plans and specifications, Owner will select materials or equipment for which an Allowance is provided and notify Electrical Trade Manager of Owner's selection and price agreed upon. Electrical Trade Manager shall contract for said materials and/or equipment and supervise their delivery and installation and be responsible for such Allowance items as fully as for other parts of the Work.

3.21 Electrical Trade Manager shall perform all of its obligations under the standard of care of a first class contractor. All references in the Contract Documents to a "first class contractor", "fully competent first class contractor", or activities to be performed in a "first class manner" or any similar words or phrases as used in reference to Electrical Trade Manager shall mean Electrical Trade Manager's best skill and judgment in accordance with the practice exercised by a fully competent, first class contractor whose competence and professionalism equals that of contractors with at least ten (10) years experience in performing the work and services and constructing projects similar in scope and complexity to those required of Electrical Trade Manager under the Contract Documents for large corporate and institutional clients in the greater metropolitan area surrounding the Project.

3.22 Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") in accordance with Schedule A, attached herein, that will provide Workers' Compensation, Employer's Liability, General Liability and Excess "Umbrella" Insurance for the Construction Manager, Electrical Trade Manager, and all eligible Construction Contractors and sub-contractors of every tier providing direct labor on the Project. Owner agrees to pay all premiums associated with the OCIP including all deductibles or self-insured retentions unless otherwise stated in the Contract Documents.

The Owner will also provide, at its own cost, builder's risk coverage as outlined in Schedule A.

#### ARTICLE 4 SUBCONTRACTORS

4.01 Any contract or a series of contracts between Electrical Trade Manager and any subcontractor related to the Work which entitles or could, based on anticipated change orders, reasonably anticipate entitling such subcontractor to payments aggregating at least \$50,000 shall not be awarded by Electrical Trade Manager unless and until Electrical Trade Manager has (i) complied with the requirements of Section 4.02 below, (ii) obtained at least three (3) competitive bids from qualified subcontractors approved by Owner, (iii) obtained rate and unit price schedules related to the Work to be accomplished by such subcontractor, (iv) disclosed the results from such competitive bids and rate and price schedule information in writing to Owner, (v) made a recommendation to Owner with respect to the bid to be accepted and (vi) obtained Owner's approval of Electrical Trade Manager's acceptance of the bid. The approval rights of Owner shall not relieve Electrical Trade Manager of or otherwise or affect its obligation to retain subcontractors that have adequate skill, experience, work forces and other qualifications necessary to perform the Work in accordance with this Contract.



4.02 Electrical Trade Manager, from time to time at the request of Owner (and in any event prior to the awarding of a subcontract or purchase order for a particular portion of the Work), shall furnish to Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portion of the Work as Owner may designate, together with sufficient documentation for Owner to review the qualifications, capabilities and financial capacity of each such proposed subcontractor, which information shall be in the form and meet the requirements of Owner. Electrical Trade Manager shall not allow any such proposed person or entity to whom Owner has made objection to bid on the Work. Electrical Trade Manager shall not be entitled to an adjustment to the Contract Sum or an extension of the contract time by reason of any objection to a proposed bidder by Owner or Electrical Trade Manager pursuant to this Section. Electrical Trade Manager shall not unreasonably refuse to solicit bids from subcontractors designated by Owner.

4.03 Owner actively seeks out historically under-utilized businesses ("HUB's") which are qualified to fulfill Owner's requirements for goods and services purchased. If Electrical Trade Manager meets the state or federal qualifications to be a HUB, Electrical Trade Manager is encouraged to submit documentation supporting such status to Owner with the Agreement. Owner's Supplier Diversity Development Program ("SDDP") is committed to supporting HUBs with a focus on Minority and Women Business Enterprises and has taken affirmative steps to provide opportunities for their growth and participation in Owner's procurement process. Owner's primary suppliers, such as Electrical Trade Manager, are asked if it is feasible and, if using subcontractors to provide Work, including labor and materials, required by Owner pursuant to the Contract Documents, to subcontract with HUBs. Owner will consider the level of Electrical Trade Manager participation in SDDP before entering into the Agreement with Electrical Trade Manager and in the quarterly evaluation of Electrical Trade Manager's performance under the Contract Documents. If Electrical Trade Manager utilizes one or more HUBs as subcontractors, Electrical Trade Manager shall submit a quarterly report of such utilization to Owner on Owner's SDDP form. SDDP underscores Owner's commitment to increase procurement activity with HUBs on a corporate-wide basis. Owner has a goal to utilize HUBs for an amount equal to 5% of the dollar amount of Owner's purchases. Electrical Trade Manager further acknowledges that upon Owner's request, Electrical Trade Manager will use its best efforts to use Minority and Women Business Enterprise ("M/WBE"), Small Disadvantaged Business ("SDB"), and Small Business Enterprise ("SBE") (each as certified by the appropriate state or local body responsible for such certification) as subcontractors. If Electrical Trade Manager uses M/WBE, SDB or SBE vendor(s), then Owner and Electrical Trade Manager will agree to the guidelines regarding the use of such vendors, in order to ensure that Electrical Trade Manager provides the Work, including labor and materials, according to the terms of the Contract Documents. The provision of this Section 4.03 shall not modify or otherwise affect Electrical Trade Manager's obligation under Section 3.06.

4.04 By appropriate agreement, Electrical Trade Manager shall require each subcontractor, to the extent of the Work to be performed by such subcontractor, (i) to be bound to Electrical Trade Manager by the terms of the Contract Documents, (ii) to assume toward Electrical Trade Manager all of the obligations and responsibilities which Electrical Trade Manager, by these Contract Documents, assumes toward Owner, and (iii) to grant to Electrical Trade Manager all of the rights which Electrical Trade Manager, by these Contract Documents, grants to Owner. Electrical Trade Manager shall require each subcontractor to enter into similar agreements with its subcontractors. Nothing contained in the Contract Documents shall create any contractual obligation between any subcontractor and Owner; provided, however, that each subcontract shall provide that Owner, at Owner's option, shall have the right to cause the subcontractor to perform for the benefit of Owner the remainder of the Work covered by such subcontract in the event that the Contract is terminated, so long as Owner shall have paid to Electrical Trade Manager all amounts then due such subcontractor and thereafter Owner continues to pay the amounts due such subcontractor as they come due.

4.05 Electrical Trade Manager shall require each subcontractor to furnish, maintain, and continuously comply, as applicable, with the requirements applicable to Electrical Trade Manager set forth on Schedule A to these General Conditions to Single Project Construction Services Agreement.

## ARTICLE 5 WORK BY OWNER OR BY SEPARATE CONTRACTORS

Owner reserves the right to let other contracts in connection with the Site and Electrical Trade Manager hereby acknowledges that Building Owner/Manager or any tenant in the Building may also let to other contractors

contracts in connection with the space each has in the Building. Electrical Trade Manager shall coordinate, as needed, and cooperate with all such contractors. If any part of Electrical Trade Manager's Work depends for proper execution or results upon the work of Owner or any separate contractor, Electrical Trade Manager shall, prior to proceeding with the Work, promptly report to Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Electrical Trade Manager to report same after the same becomes apparent shall constitute an acceptance of Owner's or separate contractor's work as fit and proper to receive Electrical Trade Manager's Work, except as to latent defects in such work by others.

#### ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01 This Agreement will be governed and interpreted by the internal laws of the state where the project is located without reference to the conflict of law rules.

6.02 Owner and Electrical Trade Manager each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Electrical Trade Manager shall not assign its rights or responsibilities under the Contract Documents without the prior written consent of Owner which consent may be granted or withheld in Owner's sole discretion, and any attempt at such an assignment without such consent shall be null and void. Further, Electrical Trade Manager shall not assign any monies due or to become due to Electrical Trade Manager hereunder, without the prior written consent of Owner. Owner may assign its rights and obligations under this Contract and following the assumption of such obligations by the assignee, Owner shall be relieved of any and all liability under the Contract.

6.03 All notices required or permitted to be given by the Contract Documents shall be in writing and given in accordance with this Section. Written notice shall be deemed to have been duly served only if (i) intended for Electrical Trade Manager, delivered in person to Electrical Trade Manager's project superintendent at the Site, or (ii) if mailed, within three calendar days after the date it is sent by either registered or certified mail, or (iii) if sent by overnight courier, on the weekday (which is not a holiday) after it is delivered to such overnight courier in sufficient time for next day delivery, in each case for clauses (ii) and (iii) addressed to Owner or Electrical Trade Manager, as the case may be, at the respective address for such notice to be given provided in the Agreement. Either party may change the respective address for receipt of notices under clauses (ii) and (iii) by furnishing at least 10 business days advance written notice of such change in address to the other party.

6.04 If required by Section 3 of the Agreement, Electrical Trade Manager shall furnish Owner with payment and performance bonds, as applicable, covering Electrical Trade Manager's faithful performance and payment obligations under the Contract Documents and the payment of all of Electrical Trade Manager's obligations arising thereunder. All required bonds shall equal 100% of the then existing Contract Sum. All such bonds shall be with a surety acceptable to Owner (and in any event such surety shall have a Best rating of at least "A+" and class XII) and shall name Owner and Building Owner/Manager as obligees thereunder together with such entities as Owner may designate as additional obligees thereunder. All such bonds shall include a provision stating that no modification of any provision of any Contract Document a change in contract time, Contract Sum or condition of payment, will release the surety either in part or in whole. In any event, all such bonds shall be in form and substance satisfactory to Owner. If from time to time any Work is bonded and the Contract Sum therefor is increased in the aggregate by one or more increments of \$10,000 or more, then the bond applicable thereto shall be increased by the amount by which the Contract Sum was increased. Bonds shall remain in full force and effect during the term of Contract Documents and during the term of warranty related thereto.

6.05 No action or failure to act by Owner or Electrical Trade Manager shall constitute a waiver of any right or duty afforded either of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.06 If for any reason labor employed directly or indirectly through a subcontractor or by Electrical Trade Manager engages in any action taken with the intent of impeding or stopping the progress of the Work, or individually or in concert with others, unlawful strikes, slow downs or taking, engaging or participating in any other withholding of or interference with services (including honoring pickets or picket lines, improperly performing

Work required to be performed under the Contract Documents or making claims resulting in work jurisdiction disputes), and taking all or any of such actions so as to impede or stop the progress of the Work (collectively an "Improper Practice"), Owner shall have the right to require that Electrical Trade Manager take all necessary and immediate action to bring about a return to normal operations. If Electrical Trade Manager fails, in the reasonable opinion of Owner, to take prompt remedial action as provided above, Owner shall have the right after 48 hours' notice to Electrical Trade Manager to (a) take such action in the name of Electrical Trade Manager as may be reasonably necessary to obtain an end to the Improper Practice, and (b) back-charge all costs and expenses connected therewith to Electrical Trade Manager, including legal, accounting, administrative and other direct, indirect, general and special expenses.

6.07 In construing or interpreting the Contract Documents, feminine or neuter pronouns shall be substituted for those masculine in form and *vice versa*, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. Unless specifically identified to the contrary, throughout the Contract Documents the words "include", "including", "included", and "includes" when used in any tense (i) shall mean "including but not limited to," and (ii) shall not be intended to designate a specific and limited list of items but rather shall designate examples, without limitation of other items to be included. All references contained in these General Conditions to one or more exhibits, schedules or appendices shall be deemed to refer to the exhibits, schedules or appendices attached hereto and incorporated herein, unless the context clearly references exhibits, schedules or appendices to another agreement or document, and said exhibits are incorporated into these General Conditions by reference and are a part of the Contract Documents as though fully rewritten herein.

6.08 Electrical Trade Manager has not and shall not, directly or indirectly, provide funds or other considerations to any person or entity (including Owner and Owner's employees and agents), improperly to procure special or unusual treatment with respect to the Contract Documents or for the purpose of otherwise improperly influencing the relationship between Owner and Electrical Trade Manager relating to the Project. Additionally, Electrical Trade Manager shall cause all of its officers, directors, employees, partners, agents and subcontractors (as the case may be) to comply with the restrictions contained in the preceding sentence. Electrical Trade Manager represents and warrants to Owner that Electrical Trade Manager, its officers, directors, employees, partners, agents, and subcontractors have not at any time in the past directly or indirectly provided funds or other consideration to any person or entity improperly to procure special or unusual treatment with respect to the Contract Documents or for the purpose of otherwise improperly influencing the relationship between Owner and Electrical Trade Manager.

6.09 In the event of any dispute whatsoever between Owner and Electrical Trade Manager, Electrical Trade Manager shall continue to proceed diligently with performance as required by the Contract Documents. The parties shall make reasonable efforts to resolve each dispute within 30 days from the time the parties have knowledge of the existence of such dispute; provided, however, in no event shall delay in such determination excuse prompt and proper performance of the Work or payment of undisputed sums as required by the Contract Documents.

6.10 Except as otherwise expressly provided in the Contract Documents, the Contract Documents are made for the sole benefit of Electrical Trade Manager and Owner and no other person or entity shall have any right or action of any kind hereunder or be deemed to be a third-party beneficiary of the Contract Documents or of the services to be provided hereunder. If any provision of the Contract Documents is held invalid as applied to any fact or circumstance, such invalidity shall not affect the validity of such provisions as applied to any other fact or circumstance or the validity of any other provision of the Contract Documents.

6.11 In the event of any litigation between the parties to construe or enforce the provisions of the Contract Documents, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorneys' fees and expenses.

6.12 All signs on the Site shall be subject to Owner's prior written approval.

## ARTICLE 7 TIME

7.01 All time limits stated in the Contract Documents for the performance of Electrical Trade Manager's obligations are of the essence. If Electrical Trade Manager is delayed at any time in the progress of the

Work by (i) any act of Owner not permitted pursuant to the Contract Documents, (ii) changes in the Work ordered by Owner, unless due to deficiencies in the plans which Electrical Trade Manager should have discovered, (iii) fire or other unavoidable casualties, (iv) labor disputes (subject to the provisions of Section 6.06 above), (v) unusual delay in transportation, (vi) uncustomary adverse weather conditions not reasonably anticipated, or (vii) delay authorized by Owner, then the contract time shall be extended by change order for such time as Owner may determine. In no event shall any such extension of contract time exceed the actual period of time lost by reason of the causes aforesaid. In all events, Electrical Trade Manager shall use Electrical Trade Manager's best efforts to eliminate the cause of any delay or minimize any delay. Notwithstanding the foregoing to the contrary, the contract time shall be extended only to the extent the completion date specified in the Completion Schedule is necessarily extended due to any of (i) through (vii) above. Within 5 days after commencement of such delay or deviation from the Completion Schedule, Electrical Trade Manager shall confirm, in writing, any delay or deviation from the Completion Schedule, including advice as to the action Electrical Trade Manager proposes to undertake to correct each deficiency and any claim for extension of time and the probable effect of such delay; otherwise it shall be waived. The presentation of any such claim shall not establish the validity of the claim.

7.02 To the fullest extent permitted by law but subject to the second sentence of this Section 7.02, Electrical Trade Manager agrees that (i) none of Owner, Owner's professionals, Owner's separate contractors, or anyone else acting on Owner's behalf shall be liable for any loss or damage sustained by, or additional costs incurred by, Electrical Trade Manager through delay, acceleration, hindrance, interference or other impediment to completion of the Work caused in whole or in part by Owner, Owner's professionals, Owner's separate contractors, or anyone else acting on Owner's behalf (collectively "Owner's Delay"), and (ii) Electrical Trade Manager shall not be entitled to make and hereby waives any claim for damages or additional costs and agrees that Electrical Trade Manager's sole remedy for any Owner's Delay shall be an extension of the contract time by a change order in accordance with the provisions of the Contract Documents. Notwithstanding the preceding sentence, to the extent an Owner's Delay causes Electrical Trade Manager to incur additional expenses related to the Work, then Electrical Trade Manager shall, as Electrical Trade Manager's sole remedy, be entitled to reimbursement for such additional out-of-pocket costs without any amount for overhead or profit to Electrical Trade Manager or any subcontractor.

7.03 If liquidated damages are applicable to the Project as set forth in Section 4 of the Agreement, and if substantial completion of the Work does not occur on or before the date specified therefor in the Completion Schedule, Electrical Trade Manager shall pay to Owner as liquidated damages for such delay the Per Day Liquidated Damage Amount for each day from and after such scheduled date of substantial completion until substantial completion occurs. If liquidated damages are applicable to the Project as set forth in Section 4 of the Agreement, then Electrical Trade Manager acknowledges and agrees that the damages which Owner will suffer as a result of such delay are difficult to estimate and that the foregoing amount bears a reasonable relationship to the damages that would be suffered and costs incurred by Owner occasioned by such delay. Such liquidated damages relate only to Owner's damages resulting from delays and shall not be construed to constitute a remedy for damages due to any defects in the Work or any other failure of Electrical Trade Manager to perform any of its obligations hereunder, other than its obligation to cause substantial completion to occur in accordance with the Completion Schedule. Notwithstanding the foregoing, Liquidated Damages shall be applied only to the extent of the proportionate fault of Electrical Trade Manager.

#### ARTICLE 8 FEES, PAYMENTS AND COMPLETION

8.01 Electrical Trade Manager represents to Owner that to the best of Electrical Trade Manager's knowledge the Schedule of Values and Anticipated Draw Schedule attached to the Agreement as Exhibit B accurately estimates the amounts that may be payable to Electrical Trade Manager each month; provided, however, that Owner shall be obligated only to make payments in the amounts provided for in the Contract Documents. The Schedule of Values shall be (i) used as a tool to assist Owner in evaluating applications for payment, (ii) based upon the Completion Schedule, and (iii) updated and revised from time to time at Owner's request. Electrical Trade Manager shall be entitled to receive from Owner a fee as set forth in the Agreement. The fee owed to Electrical Trade Manager pursuant to the foregoing is herein called "Electrical Trade Manager's Fee" and shall be deemed to be a portion of the Contract Sum. Additionally, Electrical Trade Manager shall be entitled to receive from Owner payment for general conditions items as set forth in the Agreement. General conditions items include all items commonly known as general conditions items in the various trades and are listed ~~limited to the categories of~~